UNOFFICIAL COPY

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REAL ESTATE MORTGAGE (Not for Purchase Money) Mortgage Date

This Mortgage is made on the date noted above between the parties listed below. The Mortgagor(s) for value received mortgages, and warrants to the Mortgages, its successors and sasigns, forever, the land end property located and described as noted below, together with all interest in the property, a right, privilege, or improvement belonging to and passable with the property, easements and rights of way of the property, and all hulldings and fixtures.

PROPERTY DESCRIPTION	while he									
LOT 60 IN BLOCK 7 IN CONOVER'S SUBDIVISION OF BLOCKS 1, 7 AND 8 OF WEBB'S SUBDIVISION IN THE SOUTH PAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, FAST OF THE THIRD FRINCIPAL MERTIDIAN PIN: 19-14-415-012										
MORTGAGOR(S)		MORTGAGEE Loan Number: 3360010401								
NAME(S) WALITER J BECKER MARCARET M RECKER	HUSBAND AND WIFE SS#: 500-12-1061 SS#: 353-10-1493	NAME Midland Savings Bank FSB								
ADDRESS 3329 F 60TH PL		ADDRESS 206 SIXIN AVENUE								
CITY CHICAGO		CITY DES MOINES 50300								
COUNTY COOK	STATE IL	COUNTY POLK STATE IOWA								

NOTICE: THIS MORTGAGE! ECURES CREDIT IN THE AMOUNT OF \$ 13445.75 LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH NUTLEST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIER."

This Mortgage secures repayment of the socured debt and the performance of the covenants and agreements contained in this Mortgage and the agreement described below. Secured differ as used in this Mortgage, includes any amounts Mortgagor(s) may at any time own under this Marigage, the agreement described bulow, any conswal, rollnancing, extension or modification of such agreement. The secured debt is evidenced by a CONSUMER LOAN AGREEMENT March 4, 1994 dated . The above obligation is due and payable on March 9, 2004 if not paid entitler. The total unpaid balance secured by this Mortgage at any one time shall not exceed

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Thirteen These and Four Hundred Forty Five and 75/100 Dollars), plus interest. The above amount is secured even though all or part of it may not yet be advanced.

Mortgager(s) covenant and warrant title to the property, excript or encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and: Orginal document Midland Savings Bank

The Mortgagor(s) will make all payments on the secured dabt eccording to the terms of the agreement which evidences such indebtedness.

The Mortgager(s) will keep all of the property mortgaged in good repair, and will keep it insured for the Mortgagee's protection with an insurer of the Mortgager(s) choice. This insurance will include a standard mortgage class 1. Mortgagee's favor. Mortgagee will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Mortgagee's discretion, to either the restoration or repair of the damaged property or to the secured debt. The Mortgager(s) will pay all taxes, assessments and other charges when they are due.

In the event the Mortgagor(s) shall sell, assign, or otherwise transfer their interest is the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Agreement and subject that aurenment in the Mortgagee's option. sale or assignment may, at the Mortgagee's option, constitute a default in the Agreement and subject that agreement to the Mortgagee's right to demand payment in full unless it is protected by federal law as of the date of this Mortgage.

The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, a cording to the terms of such other obligation(s), and in no way will be such other indebtedness to be declared in default. Mortgagor(s) will not make or permit any modification or extension of any mortgage, deed of trust or other socurity interest that has priority over this Mortgage or any note of the permont secured thereby without Mortgagoe's written consent. Mortgagor(s) with promptly deliver to Mortgagoe any notices Mortgagor(s) receipt from any person whose rights in the property have priority over Mortgagoe's rights. Mortgagor(s) agree to pay, and this Mortgago shall secure the priment of all costs of foreclosure, including but not limited to, reasonable attorneys' fees and costs of abstracts unless prohibited by law.

The Mortgagor(s) hereby waive and release all rights, dower and distributive share and homestead exemption as to the property.

If Mortgagor(s) fall to make any payment when due or breach any covenants under this Mortgage, any prior mor gage or any obligation secured by this Mortgage. Mortgage may either accelerate the metality of the accurach debt and demand immediate payment or exercise any other ramedy available to Mortgagee. Mortgagee may foreclose this Mortgage in the manner provided by taw. At any time after the commencement of an action in foreclosure, or during any period of radamption, the court having jurisdiction of the case shall at the request of the Mortgagee, without regard to the adequacy of the security, insolvency of the Mortgager or waiver by Mortgagee of any deficiency, appoint a releven to take immediate acceptance of the property. the adequacy of the sect possession of the property

If Mortgagor(s) fall to perform any of their duties under this Mortgage, or any other mortgage, deed of trust, lien or security in the state has priority over this Mortgage, Mortgages may perform the duties or cause them to be performed. Mortgages may sign Mortgages (s) name or pay any amount if necessary for performance. Mortgages's failure to perform will not preclude it from exercising any of its other rights under the law of this Mortgage. Any amounts peak by the Mortgages to protect its security interest will be secured by this Mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time on the secured debt.

Mortgages may enter the property to inspect with prior notice stating reasonable cause for inspection.

Mortgagor(s) assign to Mortgages the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any parties if the property. Such proceeds will be applied against the apoured dobt. This assignment is subject to the terms of any prior security agreement.

SIGNATURES	grammany.	
By signing below, Mortgagor(s) agree to this Mortgago po today's date	the terms and covenants contained on this Mortgage. Mortgagor(s) also acknowledge receipt of a	s copy of
Watter J. 1se	Maigut Decher	

WALTER J BECKER My Commission Expires 2, 15, 95 MARGARET M BECKER

NOTARIZATION

STATE DELOWA, COUNTY OF

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MURAL personally appeared

4th March day of

1994

blic in the State of lowe.

WALTER J BECKER and MARGARET M BECKER

to me known to be the tame ac

person(s) named in and who executed the foregoing instrument, and acknowledged that THEIR voluntery act and deed.

THEY

Nothry Public in The State of lowe



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